TERMS AND CONDITIONS

(“Terms”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

THE FOLLOWING TERMS WILL SET THE RULES OF OUR WEBSITE https://www.syncmate.com/, AND DEFINE THE RELATION YOU WILL HAVE WHILE USING OUR SERVICES.

Date: 24 Juner 2025

1. WHAT IS IN THESE TERMS

1.1 These Terms, together with the order for services via the Website or by e-mail, have the nature of a contract concluded between us and you. In the event that we have entered or concluded an additional contract in writing, these Terms supplement the contractual provisions. In the event of any discrepancy, the individual provisions of the contract take precedence over the provisions of these Terms.

1.2 If you are just browsing our Website, terms 1 to 12 and 19 to 22 apply to you. 1.3 If you decide to purchase our services, terms 1 to 22 apply to you.

2. WHO WE ARE AND HOW TO CONTACT US?

2.1 https://www.syncmate.com/ is a Website operated by WOICE d.o.o. ("We", "Us" or "Our").

2.2 We are registered in Slovenia under company number 8610061000, tax number SI 42243017, and have our registered office at Ulica škofa Maksimilijana Držečnika 6.

2.3 To contact us, please email support@syncmate.com.

3. BY USING THIS WEBSITE YOU ACCEPT THESE TERMS

3.1 By using our Website and continuing to browse you confirm that you accept these Terms and that you agree to comply with them.

3.2 If you do not agree to these Terms, you must not use our Website. We recommend that you print a copy of these Terms for future reference.

4. OTHER TERMS THAT MAY APPLY TO YOU

4.1 These Terms refer to the following additional provisions, which also apply to your use of our Website and services:

(a) Privacy Policy (https://www.syncmate.com/privacy-policy) in which we introduce how we process your personal information, which also contains Cookie Policy, which sets out information about the cookies on our Website;
(b) Data Processing Addendum to these general terms and conditions (https://www.syncmate.com/data-processing), which regulates our role as your processor (if applicable).

5. POTENTIAL CHANGES TO THESE TERMS

5.1 We can amend these Terms from time to time, so we recommend that you regularly review the Terms and take note of any changes. The amended Terms shall apply to you upon renewal of your subscription term. We can also from time to time amend these Terms with immediate effect, in which case we will notify you and you can then contact us at support@syncmate.com to end the subscription term before the change takes effect and receive a refund for any services you have paid for in advance, but not received. By continuing to use the Services you accept any change made to the Terms. Of course, if you don't, don't use the Services anymore.

6. SUSPENSION OR WITHDRAWAL OF OUR WEBSITE

6.1 Our Website is made available free of charge.
6.2 We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.
6.3 In the event of any withdrawal, we should be given written notice of the purpose of withdrawal and in the event the reason is not reasonable at our discretion, we should have the right to terminate and receive a pro-rata refund. Please amend accordingly.
6.4 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable Terms and conditions, and that they comply with them.

7. TRANSFERRING THIS AGREEMENT TO SOMEONE ELSE

7.1 We may transfer our rights and obligations under these Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. In this event, the client has the right to terminate the agreement and will receive a refund for any pre-paid amounts.

8. SAFETY OF ACCOUNT DETAILS

8.1 If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
8.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
8.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at hello@flowout.com.

9. USAGE OF MATERIAL ON OUR WEBSITE

9.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others within your organization to content posted on our Website.
9.2 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
9.3 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors.
9.4 If you print off, copy, or download any part of our Website in breach of these Terms your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
9.5 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our Website.
9.6 We commit to protecting the confidentiality of any non-public, proprietary information (“Confidential Information”) shared by you in connection with the Services. Confidential Information will not be disclosed to any third party without your prior written consent, except as required by law or as necessary to fulfill our obligations under these Terms. We will take reasonable steps to safeguard such information and limit its use to only those purposes necessary for providing the Services.
9.7 We agree to indemnify, defend, and hold you harmless from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorney’s fees and costs, arising out of or in connection with:

Our use of the Services in a way that infringes on third-party rights or violates applicable law;
Any breach of these Terms by us;
Any gross or willful negligence or misconduct on our part.
This indemnification applies to any claims, liabilities, damages, losses, or expenses directly resulting from our actions or omissions, as set forth in these Terms.
9.8 Customer's total aggregate liability under this Agreement, regardless of the number of claims, shall not exceed the greater of the total amount paid by the Customer to the Supplier under this Agreement during the twelve (12) months preceding the event giving rise to the liability.

10. RESPONSIBILITY FOR VIRUSES

10.1 We do not guarantee that our Website will be secure or free from bugs or viruses.
10.2 You are responsible for configuring your information technology, computer programs and platform to access our Website. You should use your own virus protection software.
10.3 You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Website, the server on which our Website is stored, or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

11. RULES ABOUT LINKING TO OUR WEBSITE

11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
11.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
11.3 You must not establish a link to our Website in any Website that is not owned by you.
11.4 Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page.
11.5 We reserve the right to withdraw linking permission without notice.
11.6 If you wish to link to or make any use of content on our Website other than that set out above, please contact hello@flowout.com.

12. PRIVACY

12.1 You understand that by using our services you consent to the collection, use, and processing of your personal data and aggregate data as set in our Privacy Policy and Data processing addendum to the general terms and conditions.

12.2 Our Privacy Policy and Data processing addendum to the general terms and conditions apply to the use of the Services and their terms are made a part of these Terms.

12.3 Upon termination of the Services, users must notify us if they wish for their data to be permanently deleted. Once notification is received, all user data associated with the terminated Services will be permanently deleted from our systems within 30 days.

IF YOU WISH TO PURCHASE OUR SERVICES

13. THE SERVICES

13.1 We offer a sync automation workflow application (“App”), which enables you to sync data from external data sources via API with Webflow CMS (“Services”), in more detail described on our Website.

14. WHO CAN BUY OUR SERVICES

14.1 We sell our Services to legally organized and incorporated legal entities that comply with the local law of the country of delivery, as well as to any private person who would like to use our Serbices. B2B (business-to-business) means a transaction in which the supplier and the customer are legal entities.

14.2 As we need to know who we are working with, you also agree not to misrepresent or omit any data for the creation and further use of your account, and you agree to update such data to ensure that such data is current, complete, and accurate.

15. CHOOSING SERVICES PACKAGE

15.1 You can browse our website for different Services packages and, once you found a Services package that you like and want to purchase, you can easily, by clicking select, initiate the checkout procedure. During the checkout procedure you can choose to add additional complementary services. The final price, calculated in accordance with article 17, will be shown during the checkout process, and by clicking “Pay now”, you agree to pay the amount for the selected Services package and additional services in your basket.

15.2 By completing the order for the Services package you explicitly agree to purchase the ordered Services.

15.3 You are obliged to pay all costs, including the associated tax liabilities before the commencement of Services.
15.4 We may, from time to time and at our own discretion, authorize a third party (subcontractor) to assist us with the supply of Services.

16. DURATION OF THE CONTRACT

16.1 Unless explicitly stated otherwise in the special offer or written contract between us, the contract for all Services packages shall commence upon first payment (either monthly or annual). It shall continue, subject to remaining terms of these Terms until terminated by you giving us not less than 1 hour notice, prior to the time corresponding to the anniversary date of your subscription. The notice must be given in writing, either through the “subscription” section of the App, or via written notice to support@syncmate.com.
16.2 Without affecting any other right or remedy available to us:
(a) We may terminate our cooperation with you with immediate effect by giving you written notice if you fail to pay any amount due under this Terms on the due date for payment and remain in default not less than 7 days after being notified in writing to make such payment; and
(b) We reserve the right to suspend all Services until payment has been made in full or our cooperation with you has been terminated under clause 16.2(a).

17. PRICE OF SERVICES RENDERED AND PAYMENT TERMS

17.1 The price of the Services package will be the price indicated on the order pages when you place your order.
17.2 All prices indicated on our Website are exclusive of any VAT or other applicable sales tax, which shall be charged in accordance with the relevant local regulations in force at the time of making the relevant taxable supply and shall only be payable after receipt of a valid VAT or local sales tax invoice.
17.3 We offer following payment methods:
(a) Prepayment – Our bank details are provided at the checkout. As soon as the payment has been booked on our account, we will immediately commence with provision of the Services.
(b) VISA, MASTERCARD, AMERICAN EXPRESS, DISCOVER and other payment methods supported by Stripe, such as Klarna, Apple Pay and Google Pay.
17.4 You will be, until your subscription is terminated in accordance with clause 16, on the last day of each subscription term, automatically charged using the method of payment you entered when you signed up.

18. PARTY’S RESPONSIBILITIES

18.1 We as a provider undertake to:
(a) Perform the Services professionally, with quality and with the care of a good expert and in accordance with applicable regulations, technical regulations, standards and norms provided for such work and taking into account all the specifics of the environment in which Services are provided, taking into account good business practices and protecting reputation and the interests of you as the subscriber.
(b) Carry out obligations within the agreed deadlines specified in the correspondence between us.
(c) Comply with applicable data protection legislation.
(d) Inform you in writing form and in a timely manner about all circumstances that could affect or affect the proper and timely fulfilment of obligations.
18.2 We do not warrant that your of the Services will be uninterrupted or error-free.
18.3 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
18.4 You undertake to:
(a) promptly provide us with all necessary information and materials for the smooth performance of Services under these Terms and any separate contract concluded;
(b) keep us informed of any changes that in any way affect the implementation of these Terms and any separate contract concluded.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 All intellectual property rights in the provided Services are and shall remain our property, and we hereby, subject to payment of the price for Services (Services packages), grant you a non-exclusive license for the duration of your subscription to our Services to use the App.
19.2 You shall have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the App in whole or in part.
19.3 You may not use any such information provided by us to create any software or App whose expression is substantially similar to that of the App nor use such information in any manner which would be restricted by any copyright subsisting in it.
19.4 You shall not:
(a) sub-license, assign or novate the benefit or burden of this license in whole or in part;
(b) allow the App to become the subject of any charge, lien or encumbrance; and
(c) deal in any other manner with any or all of its rights and obligations under this agreement, without our prior written consent, such consent not to be unreasonably withheld or delayed.

20. LIABILITY FOR PERFORMED SERVICES

20.1 Except as expressly and specifically provided in these Terms:

(a) we shall not be liable for any indirect or direct losses or damages from the use of the Services, including i) loss of profits, (ii) loss of business, (iii) depletion of goodwill and/or similar losses or (iv) loss or corruption of data or information; and

(b) we shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Services, or any actions taken by us at your direction;

(c) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute are, to the fullest extent permitted by applicable law, excluded from these Terms unless they are expressly and specifically included in this clause 20.1.

20.2 Nothing in these Terms excludes our liability:

(a) for death or personal injury caused by our negligence; or

(b) for willful misconduct, gross negligence, fraud or fraudulent misrepresentation.

21. PUBLICITY OR ADVERTISING MATERIALS

21.1 By purchasing our Services, you do not explicitly allow us to refer to you or our cooperations in all publicity or advertising materials or use you as a reference customer, without disclosing any information of a confidential nature unless agreed upon.

22. DISPUTE RESOLUTION

22.1 Please note that these Terms, their subject matter and their formation, are governed by US law. You and we both agree that the courts of the United States will have exclusive jurisdiction.